



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1445 Ross Avenue, Suite 1200

Dallas, Texas 75202-2733

CONSENT FOR ACCESS TO PROPERTY

NAME OF OWNER:

ADDRESS:



9598111

I hereby consent to officers, employees, and authorized representatives of the United States Environmental Protection Agency (EPA), entering and having access to the above described property for the following purpose:

1. The taking of surface and subsurface soil, sediments, water, and air samples;
2. Installation, surveying, periodic sampling, testing, and maintenance of ground water wells;
3. Other investigative actions at the property as may be necessary to determine nature, extent and potential threat to human health and the environment.

EPA will determine when the wells and equipment installed by its contractor have fulfilled their purpose in the site activities. Once the wells have fulfilled their purpose, they will be properly closed. Once equipment has fulfilled its purpose, it will be removed. The areas around such wells and equipment will be returned to its condition prior to their installation, with the exception of normal wear and tear.

The information generated from this investigation will be provided when available. EPA will provide the property owner with a copy of the validated sampling data it receives from its contractor.

To conduct this work, the EPA has procured a contract with EA Engineering, Science, and Technology Inc. (EA). EA will establish notification procedures with the property owner and will notify the property owner in accordance with these procedures prior to accessing the property. EA has obtained and will maintain insurance as described below, which is in compliance with EA's contract with the EPA.

- a) General liability insurance, including operations and products liability, and contractual liability, all with a minimum combined single limit of \$1,000,000 each occurrence and an aggregate limit of \$2,000,000 for bodily injury and property damage, including personal injury, and,
- b) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage, and,
- c) Professional Liability Insurance on a claims made basis with minimum limits of

\$1,000,000 each occurrence, and,

- d) Worker's Compensation insurance as required by law, covering all states of operation, and Employer's liability insurance with a minimum limit of \$1,000,000.

EA will add the property owner as an additional insured party to EA's insurance policy.

I realize that these actions are taken pursuant to EPA response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. §§ 9601 et seq.

I am the property owner or an individual having the authority or the authorization of the property owner to make this access agreement. This written permission is given by me voluntarily with the full knowledge of my right to refuse and without threats or promises of any kind. The access period is limited to three years and six months from the date of the signature below. I understand that the access period will be immediately extended, if EPA provides written notification of such required extension, by the additional months specified in the notification.

Date

Signature

Title

Phone Number